Mr. Yaouba Kaigama  
Country Director 
The Catholic Organization for Relief and Development Aid (CORDAID) 
25B, Avenue O.U.A, Immeuble LA COLOMBE, 
Q/ Bassoko, Ngaliema, 
Kinshasa, RDC. 
P.O. Box 351 Kin 1

Re: GPSA Grant No. TF018164 
Congo DRC: Reinforcing Social Accountability of Health Services in Bas Congo and South Kivu Provinces Project

Dear Mr. Kaigama:

In response to the request for financial assistance made on behalf of the Catholic Organization for Relief and Development Aid (“Recipient”), I am pleased to inform you that the International Bank for Reconstruction and Development and the International Development Association (“World Bank”), acting as administrator of grant funds provided by multiple donors (“Donors”) under the Global Partnership for Social Accountability Multi-Donor Trust Fund (the “GPSA Trust Fund”), proposes to extend to the Recipient for activities in Democratic Republic of Congo (“Member Country”), a grant from the GPSA Trust Fund in an amount not to exceed eight hundred thousand United States Dollars (U.S.$800,000) (“Grant”) on the terms and conditions set forth or referred to in this letter agreement (“Agreement”), which includes the attached Annex, to assist in the financing of the project described in the Annex (“Project”).

This Grant is funded out of the abovementioned trust fund for which the World Bank receives periodic contributions from the Donors. In accordance with Section 3.02 of the Standard Conditions (as defined in the Annex to this Agreement), the World Bank’s payment obligations in connection with this Agreement are limited to the amount of funds made available to it by the Donors under the abovementioned trust fund, and the Recipient’s right to withdraw the Grant proceeds is subject to the availability of such funds.

The Recipient represents, by confirming its agreement below, that it is authorized to enter into this Agreement and to carry out the Project in accordance with the terms and conditions set forth or referred to in this Agreement.
Please confirm the Recipient’s agreement to the foregoing by having an authorized official of the Recipient sign and date the enclosed copy of this Agreement, and returning it to the World Bank. Upon receipt by the World Bank of this countersigned copy, this Agreement shall become effective as of the date of the countersignature; provided, however, that the offer of this Agreement shall be deemed withdrawn if the World Bank has not received the countersigned copy of this Agreement within ninety (90) days after the date of signature of this Agreement by the World Bank, unless the World Bank shall have established a later date for such purpose.

Very truly yours,
INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT/INTERNATIONAL DEVELOPMENT ASSOCIATION

By

Jan Walliser
Acting Country Director
Democratic Republic of Congo
Africa Region

AGREED:

The Catholic Organization for Relief and Development Aid (CORDAID)

By:

Authorized Representative

Name: Yaouba KAGAMA
Title: Country Director DRC

Date: 18/11/2014

Enclosures:


(2) Disbursement Letter of the same date as this Agreement, together with World Bank Disbursement Guidelines for Projects, dated May 1, 2006
Article I
Standard Conditions; Definitions

1.01. **Standard Conditions.** The Standard Conditions for Grants Made by the World Bank out of Various Funds dated February 15, 2012 ("Standard Conditions"), constitute an integral part of this Agreement.

1.02. **Definitions.** Unless the context requires otherwise, the capitalized terms used in this Agreement have the meanings ascribed to them in the Standard Conditions or in this Agreement, including:

(a) "CSO" means a civil society organization legally established and operating in the Member Country's territory and selected according to criteria agreed between the Recipient and the World Bank; and "CSOs" means the plural thereof.

(b) "CORDAID" means a non-governmental organization legally established and operating in the Member Country's territory pursuant to Decree 195, dated June 23, 2000, and with the following legal address: 25B, Avenue O.U.A, Immeuble LA COLOMBDE, Q/Bassoko-, Ngaliema, - Kinshasa, RDC.

(c) "Health Facility Committee" and "HFC" each means a committee composed of elected volunteers from the Member Country's community, through which health service users voice their concerns and preferences to health care facilities.

(d) "Targeted Regions" means the regions of Bas Congo and south Kivu.

Article II
Project Execution

2.01. **Project Objectives and Description.** The objective of the Project is to improve access and quality of health care services in Targeted Regions through the strengthening of Health Facility Committees ("HFCs"). The Project consists of the following parts:

Part 1. **Reinforcing the health facility committee system**

Strengthening the effectiveness of HFCs in Targeted Regions by building capacity among its members and care providers to make better use of the system, by:

(i) Conducting information session and training for provincial-level officials, health-zone, health care facility staff and members of HFCs on the role and responsibilities of HFCs and on the nature of their engagement with HFCs.

(ii) Devising a supervision and support system for engagement with HFCs.

(iii) Developing and implementing a mechanism to further integrate HFCs into the
objectives of the health facilities and health system.

Part 2. Empowering HFCs through community projects and activities

Providing support for HFCs through:

(i) Identifying eligible HFCs and providing operational support to such HFCs to enhance the quality of health services provided by health facilities.

(ii) Monitoring the activities implemented by HFC to improve health services.

(iii) Establishing HFCs hotlines for service users in the most remote areas of the interventions.

Part 3. Integrating the poorest and most vulnerable fringes of the population in the HFC and decisions on health-care services

Enhancing the role and representation of vulnerable groups in the HFCs, by:

(i) Conducting training and working sessions with HFCs and medical staff to identify vulnerable groups, and promote these groups’ inclusion in HFCs.

(ii) Developing a quota-system for the participation of vulnerable groups in HFCs, including executive positions, and for the election of vulnerable group representatives to the HFCs.

(iii) Providing support and trainings to representatives of vulnerable populations in HFCs.

(iv) Conducting an impact evaluation to assess the degree of inclusion of vulnerable groups in the HFCs.

Part 4. Knowledge & Learning and Project Management

Provision of support for:

(i) Providing training on social accountability to eligible CSOs involved in the Project.

(ii) Preparing and disseminating periodic newsletters promoting best practices in HFCs.

(iii) Carrying out dissemination activities for the Project’s knowledge and learning products, and building a web-based dedicated portal for the Project.

(iv) Conducting a working session with the Member Country’s Ministry of Health and provincial health authorities to share outcomes and lessons learned during implementation.

(v) Creating and disseminating new guidelines and an updated framework for HFCs.
(vi) Carrying out the coordination and monitoring and evaluation (including audits) of the Project.

2.02. **Project Execution Generally.** The Recipient declares its commitment to the objectives of the Project. To this end, the Recipient shall carry out the Project in accordance with the provisions of: (a) Article II of the Standard Conditions; (b) the “Guidelines on Preventing and Combating Fraud and Corruption in Projects Financed by IBRD Loans and IDA Credits and Grants”, dated October 15, 2006 and revised in January 2011 (“Anti-Corruption Guidelines”); and (c) this Article II.

2.03. **Institutional and Other Arrangements.** The Recipient has sole fiduciary responsibility under the Project, including for procurement and financial management and shall ensure, at all times during the implementation of the Project, that it maintains competent staff in adequate numbers, including a program manager, a financial manager, a monitoring and evaluation specialist and procurement specialists with experience in projects financed by international financial institutions.

2.04. **Donors Visibility and Visit.** (a) The Recipient shall take or cause to be taken all such measures as the World Bank may reasonably request to identify publicly the Donors’ support for the Project.

(b) For the purposes of Section 2.09 of the Standard Conditions, the Recipient shall, upon the World Bank’s request, take all measures required on its part to enable the representatives of the Donors to visit any part of the Member Country’s territory for purposes related to the Project.

2.05. **Project Monitoring, Reporting and Evaluation.** (a) The Recipient shall monitor and evaluate the progress of the Project and prepare Project Reports in accordance with the provisions of Section 2.06 of the Standard Conditions and on the basis of indicators acceptable to the World Bank and set forth below in paragraph (b). Each Project Report shall cover the period of one (1) calendar semester, and shall be furnished to the World Bank not later than forty five (45) days after the end of the period covered by such report.

(b) The performance indicators referred to above in sub-paragraph (a) consist of the following:

(i) HFCs strengthened in health zones in the provinces of South Kivu and Congo Bas;

(ii) a number of social contracts established between citizens, HFCs and medical staff; and

(iii) increased access to healthcare facilities for vulnerable groups.

(c) The Recipient shall prepare the Completion Report in accordance with the provisions of Section 2.06 of the Standard Conditions. The Completion Report shall be furnished to the World Bank not later than six (6) months the Closing Date.
2.06. **Financial Management.** (a) The Recipient shall ensure that a financial management system is maintained in accordance with the provisions of Section 2.07 of the Standard Conditions.

(b) The Recipient shall ensure that interim unaudited financial reports for the Project are prepared and furnished to the World Bank not later than forty-five (45) days after the end of each calendar semester, covering the semester, in form and substance satisfactory to the World Bank.

(c) The Recipient shall have its Financial Statements audited in accordance with the provisions of Section 2.07 (b) of the Standard Conditions. Each such audit of the Financial Statements shall cover the period of one (1) fiscal year of the Recipient. The audited Financial Statements for each such period shall be furnished to the World Bank not later than six (6) months after the end of such period. The Recipient shall ensure that the audited financial statements are made publicly available in a timely fashion and in a manner acceptable to the World Bank.

2.07. **Procurement.** All goods, non-consulting services, and/or consulting services required for the Project and to be financed, fully or partially, out of the proceeds of the Grant shall be procured in accordance with the requirements set forth or referred to in the “Guidelines: Procurement of Goods, Works, and Non-Consulting Services under IBRD Loans and IDA Credits and Grants by World Bank Borrowers”, dated January 2011, revised July 2014 (“Procurement Guidelines”), and the “Guidelines: Selection and Employment of Consultants under IBRD Loans and IDA Credits and Grants by World Bank Borrowers”, dated January 2011, revised July 2014 (“Consultant Guidelines”).

2.08. Any contract for Eligible Expenditures to be financed in full or in part out of the proceeds of the Grant shall be included in the procurement plan prepared by the Recipient and approved by the World Bank in accordance with the Procurement Guidelines and the Consultant Guidelines, prior to initiating the procurement process for any such contract.

**Article III**

**Withdrawal of Grant Proceeds**

3.01. **Eligible Expenditures.** The Recipient may withdraw the proceeds of the Grant in accordance with the provisions of: (a) Article III of the Standard Conditions; (b) this Section; and (c) such additional instructions as the World Bank may specify by notice to the Recipient (including the “World Bank Disbursement Guidelines for Projects” dated May 2006, as revised from time to time by the World Bank and as made applicable to this Agreement pursuant to such instructions), to finance 100% of Eligible Expenditures directly relating to the achievement of milestones for each Part of the Project and consisting of goods, consultants’ services (including audits), Training, and Operating Costs, inclusive of Taxes, and excluding works, art, furniture, carpets, vehicles and generators.

For the purposes of this paragraph, the terms:

(i) “Training” means expenditures incurred by the Recipient to conduct training, including tuition, travel and subsistence costs for training and workshop participants, costs associated with securing the services of trainers and workshop
speakers, rental of training and workshop facilities, preparation and reproduction of training and workshop materials, and other costs directly related to training course and workshop preparation and implementation (but excluding goods and consultants’ services); and

(ii) “Operating Costs” means the reasonable costs, as shall have been approved by the World Bank, for the incremental expenses incurred by the Recipient and any CSO Partner on account of Project implementation, consisting of vehicle operation and maintenance, communication and insurance costs, banking charges, rental expenses, office (and office equipment) maintenance, utilities, document duplication/printing, consumables, travel cost and per diem for Project staff for travel linked to the implementation of the Project, salaries of contractual staff for the Project (but excluding consultants’ services) and any other reasonable expenditures as may be agreed upon by the World Bank.

3.02. Withdrawal Conditions. Notwithstanding the provisions of Section 3.01 of this Agreement, no withdrawal shall be made for payments made prior to the date of countersignature of this Agreement by the Recipient.

3.03. Withdrawal Period. The Closing Date referred to in Section 3.06 (c) of the Standard Conditions is four (4) years after the date of countersignature of this Agreement by the Recipient.

Article IV
Recipient’s Representative; Addresses

4.01. Recipient’s Representative. The Recipient’s Representative referred to in Section 7.02 of the Standard Conditions is its President and CEO.

4.02. Recipient’s Address. The Recipient’s Address referred to in Section 7.01 of the Standard Conditions is:

25B, Avenue O.U.A, Immeuble LA COLOMBE,
Q/ Bassoko, Ngaliema,
Kinshasa,RDC.
P.O. Box 351 Kin 1,

Telephone: 243-991 001 830
E-mail: yaouba.kaiytama@cordaid.net

4.03. World Bank’s Address. The World Bank’s Address referred to in Section 7.01 of the Standard Conditions is:

International Bank for Reconstruction and Development/
International Development Association
1818 H Street, N.W.
Washington, D.C. 20433
United States of America

Facsimile: 1-202-477-6391